

UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET



NEW YORK N. Y., 10038

CASE NO. 80-13897
STRUCK BY M.S.
"ALKYONIA"
JANUARY 27, 1974

PORTLAND, OREGON
MAY 23, 1974

PORT OF ASTORIA - PIER 1

CONDITIONS

The employment of this Association and all services rendered in connection therewith are made, offered and rendered without recourse and on the following conditions and this and all other reports, including any oral reports and certificates, are made and issued without recourse and subject to said conditions:

1. While the officers and the Board of Directors of United States Salvage Association, Inc. have used their best endeavors to select competent surveyors, employees, representatives and agents and to insure that the functions of the Association are properly executed, neither the Association nor its officers, directors, surveyors, employees, representatives or agents are under any circumstances whatever to be held responsible for any error of judgment, default or negligence of the Association's surveyors, employees, representatives or agents nor shall the Association or its officers or directors under any circumstances whatever be held responsible for any inaccuracy, omission, misrepresentation or misstatement in any report or certificate.

2. That the information contained in this and all other reports and certificates is only that coming to the attention of or under the observation of such surveyors, employees, representatives and agents and deemed pertinent for the purpose for which the Association was employed as stated herein; that this report or certificate is not a Certificate of Seaworthiness; that under no circumstances shall this report or certificate be used in connection with the issuance, purchase, sale or pledge of any security or securities, or in connection with the purchase, sale, mortgage, pledge, freightage, letting, hiring or charter of any vessel, cargo or other property, and if so used shall be null, void and of no effect and shall not be binding on anyone.

3. Reports subject to these conditions are the only reports authorized by the Association.

4. The terms of these conditions can be varied only by specific resolution of the Board of Directors of the Association and the acceptance or use of this report or of the employment or services of this Association or of its surveyors, employees, representatives or agents or the use of any other report or certificate shall be construed to be an acceptance of these conditions.

5. This report and all services in connection with this employment are for the account of the person requesting the same, but with the understanding that they are to be used only for the purpose for which the Association was employed as stated herein.

REPORT OF SURVEY MADE BY THE UNDERSIGNED SURVEYOR OF THE UNITED STATES SALVAGE ASSOCIATION, INCORPORATED, ON JANUARY 29, 1974 AT THE REQUEST OF PORT OF ASTORIA, ASTORIA, OREGON, ON THE PORT OF ASTORIA - PIER 1, PORT OF ASTORIA, OWNERS AND OPERATORS, IN ORDER TO ASCERTAIN AND AGREE UPON OR AS NOTED OTHERWISE, THE CAUSE, THE NATURE AND EXTENT, AND THE RECOMMENDED REPAIR, OF DAMAGE ALLEGED TO HAVE BEEN SUSTAINED IN CONSEQUENCE OF PIER 1 BEING STRUCK BY M.S. "ALKYONIA" ON JANUARY 27, 1974.

ATTENDING:

MR. A.G. MORRISS
MR. R.M. BLASEN
MR. H. VICE

REPRESENTING
"
"

M.S. "ALKYONIA"
PORT OF ASTORIA
" " "

STATEMENT OF ACCIDENT:

NO. 74-003-A
DATE 01-27-74

COMPLAINANT: PORT OF ASTORIA

LOCATION: W/S PIER #1

(X) OTHER: PIER DAMAGE W/S PIER #1 125-150' MARK & 275-325' MARK.

DETAILS: AT 11:30 A.M. 1-27-74 WRITER OBSERVED THE VESSEL "ALKYONIA" APPROACHING THE WEST SIDE OF PIER #1. THE VESSEL WAS GOING AT A FAST RATE OF SPEED. WRITER THEN OBSERVED THE VESSEL STRIKE THE PIER AT THE 125' MARK WITH ITS BOW, CAUSING DAMAGE FOR APPROXIMATELY 25 FEET. THE DOCK WAS PUSHED IN AND THE WAREHOUSE SHOOK. THE DOOR FRAME FOR THE OVERHEAD DOOR WAS SPLIT AT THE 125' MARK. THE STERN OF THE VESSEL THEN CAME AROUND AND HIT THE PIER AT THE 275' MARK. THIS CAUSED DOCK DAMAGE UP TO THE 325' MARK.

Wt. Henley

2035 SW 58th Ave

Portland, OR 97226

CASE NO. 80-13897

STATEMENT OF ACCIDENT: CON'T

DETAILS: CON'T

(APPROX. 50 FEET) ALL DAMAGE LISTED IN THIS REPORT WAS VISIBLE, HOWEVER, THERE IS A GOOD CHANCE OF UNSEEN DAMAGE DUE TO THE FORCE AT WHICH THE DOCK WAS STRUCK. I KE VICE AND CHIEF GERRITSEN WERE NOTIFIED BY WRITER AND BOTH SUBJECTS CAME AND EXAMINED THE DAMAGE. CHIEF GERRITSEN TOOK PICTURES OF THE DAMAGE. HARVEY J. SCHROEDER COLUMBIA RIVER BAR PILOT. MR. SCHROEDER, WHO WAS THE PILOT ON BOARD THE VESSEL "ALKYONIA" AT THE TIME OF THE MISHAP, STATED THAT THE VESSEL WAS GOING TOO FAST AND THAT THEY TRIED TO STOP IT, BUT IT WAS TOO LATE. THE SHIP THEN HIT THE PIER. AT 11:40 A.M. 1-27-74 WRITER WENT ABOARD THE VESSEL "ALKYONIA" AND WAS ADVISED BY THE CAPT. OF THAT VESSEL THAT HE KNEW THAT THE SHIP HAD HIT THE PIER.

WITNESS: TIE UP CREW

1. J. BLACK (FOREMAN)
2. H. BOYD
3. D. COFFEY
4. J. EASTLAND
5. L. FALCONER
6. R. GAUTHIER

REPORTING OFFICER
JIM LAYMAN

FOUND

RECOMMENDED

NOTE: ALL DAMAGE ON WEST SIDE OF PIER 1 - BENT LOCATIONS ARE APPROXIMATE.

- | | |
|--|---|
| 1. BENT 130 - OUTER SUPPORT
TIMBER MISSING, SUPPORTS OUT
OF ALIGNMENT. | 1. OUTER SUPPORT TIMBERS TO
BE RENEWED. APPROXIMATELY
12' OF 12" x 12" FIR.
BALANCE OF SUPPORTS TO BE
RELEASED AND REALIGNED. |
| 2. BENT 140 - SUPPORT TIMBERS
OUT OF ALIGNMENT. | 2. SUPPORT TIMBER TO BE RELEASED
AND REALIGNED. |
| 3. BENT 150 - | 3. TO BE REPAIRED AS FOLLOWS: |
| A) CAP BEAM FRACTURED. | A) TO BE RENEWED.
APPROXIMATELY 26' OF
12" x 14" FIR. |
| B) MUD SILL SPLIT. | B) TO BE RENEWED.
APPROXIMATELY 26' OF
4" x 12" FIR. |
| C) KEY BEAM UNDER OUTER
EDGE OF APRON CRUSHED. | C) TO BE RENEWED.
APPROXIMATELY 32' OF
14" x 16" FIR. |
| 4. BENTS 190-200 - OUTER SUPPORT
TIMBERS OFF MUD SILL AND MUD
SILL OFF PILING. | 4. TO BE RELEASED AS REQUIRED,
LIFTED AND INSTALLED IN
PROPER POSITION AND RESECURED. |
| 5. BENT 185 - CAP BEAM CRUSHED AT
OUTER END. | 5. TO BE RENEWED. APPROXIMATELY
26' OF 12" x 14" FIR. |

CASE NO. 80-13897

FOUND

6. BENT 265 - OUTER SUPPORT TIMBERS OFF MUD SILL.
7. BENT 300 - CAP BEAM SET OVER AND SUPPORT TIMBERS OUT OF ALIGNMENT.
8. BENT 316 - CAP BEAM CRUSHED ON OUTER END. SUPPORT TIMBERS OUT OF ALIGNMENT.
9. BENT 340 - OUTER SUPPORT TIMBERS OFF OF MUD SILL.
10. SEVEN (7) FENDER PILE CRUSHED IN VICINITY OF 150' MARK. DAMAGE IS GENERALLY IN UPPER 3' AREA.
11. FIVE (5) FENDER PILE CRUSHED AT UPPER END IN VICINITY OF 300' MARK.
12. APRON DECK LIFTED AND IN WAY OF REPAIRS AT 150' AND 300' MARKS. APPROXIMATELY 10 LENGTHS OF DECKING CRUSHED AT OUTER END.
13. TILE BLOCKS AT BASE OF SHED WALL SET IN AND BROKEN IN WAY OF DECK DAMAGE, ITEM 12.
14. BULL RAIL AND CHOCKS PULLED AT FASTENINGS AND SET IN TOWARD SHED IN WAY OF DAMAGE AT 150' AND 300' MARKS.

RECOMMENDED

6. TO BE RELEASED, REALIGNED ON MUD SILL AND RESECURED. \$200
7. TO BE RELEASED, REALIGNED AND SECURED WITH NEW FASTENINGS. \$400
8. CAP BEAM TO BE RENEWED. APPROXIMATELY 26' OF 12" x 14" FIR. SUPPORT TIMBERS TO BE PROPERLY ALIGNED WHEN BEAM IS INSTALLED. \$600
9. TO BE RELEASED, REALIGNED ON MUD SILL AND RESECURED. \$200
10. FASTENINGS TO BE REMOVED AND PILING LIFTED APPROXIMATELY 3', CUT OFF AND RESECURED. ANY PILING FOUND TO BE TOO SHORT AFTER LIFTING OR FURTHER DAMAGED, TO BE RENEWED. \$200
11. FASTENINGS TO BE REMOVED AND PILING LIFTED APPROXIMATELY 3', CUT OFF AND RESECURED. ANY PILING FOUND TO BE TOO SHORT AFTER LIFTING OR FURTHER DAMAGED, TO BE RENEWED. \$500
12. DECKING TO BE LIFTED AND REMOVED AS REQUIRED TO EFFECT REPAIRS. APPROXIMATELY 10 LENGTHS OF 4" x 12" x 24' OF TREATED FIR TO BE RENEWED.
13. APPROXIMATELY 24 - 12" x 12" TILE BLOCKS TO BE REMOVED AND RENEWED. 1974
14. BULL RAIL AND CHOCKS TO BE REMOVED FOR REPAIRS AND REINSTALLED WITH NEW FASTENINGS. APPROXIMATELY TOTAL LENGTH 150 FEET.

NOTES:

- A. NECESSARY SERVICES OF PILE DRIVER AND TUG.
- B. NECESSARY REMOVALS TO BE REPLACED AS ORIGINAL.

FOR REPAIRS TO THE FOREGOING, TENDERS WERE REQUESTED AND THE FOLLOWING BIDS WERE RECEIVED:

BERGERSON ENTERPRISES.....\$ 8,474.00
COAST MARINE CONSTRUCTION COMPANY.....\$ 9,400.00

CASE NO. 80-13897

THE CONTRACT WAS AWARDED TO BERGERSON ENTERPRISES, ASTORIA, OREGON ON THE BASIS OF THEIR LOW LUMP SUM BID.

IN ADDITION TO REPAIRS AS DESCRIBED IN ITEMS 10 AND 11, IT WAS NECESSARY TO REPLACE TWELVE (12) FENDER PILING WHICH WERE FOUND TO BE SHORT AFTER LIFTING AS DESCRIBED IN THE RECOMMENDATION.

BERGERSON ENTERPRISES SUBMITTED THE FOLLOWING PRICES TO EFFECT THE ABOVE REPAIRS:

ITEMS 1 THROUGH 14 AS PER BID.....	\$ 8,474.00
REPLACE 12 PILING ITEMS 10, 11.....	\$ 2,940.00
TOTAL	\$11,414.00

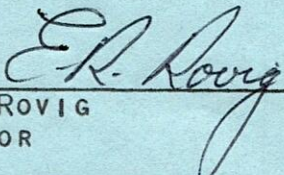
THE FOREGOING TWO (2) PRICES CONSIDERED FAIR AND REASONABLE.

SURVEYOR'S NOTES:

THE FOREGOING REPAIRS WERE CARRIED OUT CONCURRENTLY WITH OWNER'S WORK WHICH CONSISTED OF INSTALLING TWO (2) PILING ADJACENT TO THE DAMAGED AREA.

ALL WORK PERFORMED ON A STRAIGHT TIME BASIS. THERE WAS NO SCRAP OF ANY COMMERCIAL VALUE.

SURVEY MADE WITHOUT PREJUDICE AND SUBJECT TO ADJUSTMENT.



E. R. ROVIG
SURVEYOR

UNITED STATES SALVAGE ASSOCIATION, INC.

SURVEY REQUEST CONFIRMATION

DATE 1/30/74
CASE NO. 80-13897

HOURS _____

BEHALF:	
VESSEL OR STRUCTURE SURVEYED:	PORT OF ASTORIA - PIER 1
ASSURED	PORT OF ASTORIA
OWNER	" " "
DATE & TIME OF SURVEY	LOCATION OF SURVEY IN DETAIL
1330-1/29/74	ASTORIA, OREGON
NATURE OF SURVEY AND DATE OF ACCIDENT	STRUCK BY M.S. "ALKYONIA" 1/27/74
REQUESTED BY	LEAD UNDERWRITER
R. HOLBROOK-PORT OF ASTORIA, ASTORIA, OREGON	

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2. That the information contained in this and all other reports and certificates is only that coming to the attention of or under the observation of such surveyors, employees, representatives and agents and deemed pertinent for the purpose for which the Association was employed as stated herein; that this report or certificate is not a Certificate of Seaworthiness; that under no circumstances shall this report or certificate be used in connection with the issuance, purchase, sale or pledge of any security or securities, or in connection with the purchase, sale, mortgage, pledge, freighting, letting, hiring or charter of any vessel, cargo or other property, and if so used shall be null, void and of no effect and shall not be binding on anyone.

3. Reports subject to these conditions are the only reports authorized by the Association.

4. The terms of these conditions can be varied only by specific resolution of the Board of Directors of the Association and the acceptance or use of this report or of the employment or services of this Association or of its surveyors, employees, representatives or agents or the use of any other report or certificate shall be construed to be an acceptance of these conditions.

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NOTE: Except as the result of written advices to the contrary, or as circumstances determine, and distinct from such recommendations as may be generated by the surveyor unless noted in same, usual Association procedure pertaining to:

1. Inspections to ascertain condition (valuation) and suitability for service,
2. On charter and off charter inspections,
3. Lay-up inspections,
4. Voyage under own power inspections, and
5. Towing inspections,

is to perform same without benefit of the making of removals, or opening up to expose parts ordinarily concealed, or testing for tightness, or trying out machinery, the Association's surveyor formulating conclusions subject to any conditions which would have been revealed if such procedures had been accomplished; further, no determination of stability characteristics or inherent structural integrity is made, and no opinion is expressed with respect thereto. The foregoing is implicit in all preliminary advices, telephone communications, telegrams, etc., unless indicated otherwise by the Association. Intermediaries to whom this survey request confirmation is forwarded, between this organization and its principals, are expected to advise all interested principals of these conditions, which are presented in full in Association inspection reports.

Additionally, values of equipment inspected will not be provided unless explicitly requested.

THIS CONFIRMATION OF REQUEST FOR SURVEY IS FOR YOUR REVIEW AND RECORD.

WE WILL INVOICE IN ACCORDANCE WITH YOUR INSTRUCTIONS AS NOTED BELOW.

	INVOICES TO
	PORT OF ASTORIA
	ASTORIA, OREGON

UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET

NEW YORK, N. Y. 10038
PORTLAND, OREGON
JANUARY 30, 1974CASE NO. 80-13897
STRUCK BY M.S.
"ALKYONIA"
1/27/74PRELIMINARY ADVICE
PORT OF ASTORIA - PIER 1

CONDITIONS

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ASSURED: PORT OF ASTORIA AFLOAT: ☐

REQUESTED BY: PORT OF ASTORIA ON DRYDOCK: ☐

SURVEY DATE: 1/29/74 LOCATION: ASTORIA, OREGON

REPAIR CONTRACTOR: TO BE BID

REPAIR COSTS: \$7,500.00 AGREED PRICE _____

ESTIMATED* _____

TIME & MATERIAL (ESTIMATED*) _____ COMPETITIVE BID _____

DESCRIPTION OF DAMAGE: DECK LIFTED, SHED DAMAGED, CAP AND KEY BEAMS CRUSHED AND SPLIT, BENT SUPPORTS OUT OF ALIGNMENT. TWELVE (12) FENDER PILE CRUSHED. DAMAGE GENERALLY IN WAY OF 150' AND 300' MARKS.

REMARKS: (INDICATE DEFERRED REPAIRS)

SURVEYOR: E. R. ROVIG

AUTHORIZED SIGNATURE

COPIES TO: PORT OF ASTORIA - 2
USSA-NEW YORK - 1
USSA-SAN FRANCISCO - 1
FILE

UNITED STATES SALVAGE ASSOCIATION, INC.

99 JOHN STREET



NEW YORK, N. Y. 10038

PORTLAND, OREGON

JANUARY 30, 1974

CASE NO. 80-13897
 STRUCK BY M.S.
 "ALKYONIA"
 1/27/74

PRELIMINARY ADVICE
PORT OF ASTORIA - PIER 1

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ASSURED: PORT OF ASTORIAAFLOAT: ☐REQUESTED BY: PORT OF ASTORIAON DRYDOCK: ☐SURVEY DATE: 1/29/74 LOCATION: ASTORIA, OREGONREPAIR CONTRACTOR: TO BE BIDREPAIR COSTS:
ESTIMATED* \$7,500.00

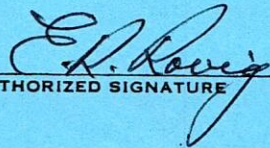
AGREED PRICE _____

TIME & MATERIAL (ESTIMATED*) _____

COMPETITIVE BID _____

DESCRIPTION OF DAMAGE: DECK LIFTED, SHED DAMAGED, CAP AND KEY BEAMS CRUSHED AND SPLIT, BENT SUPPORTS OUT OF ALIGNMENT. TWELVE (12) FENDER PILE CRUSHED. DAMAGE GENERALLY IN WAY OF 150' AND 300' MARKS.

REMARKS: (INDICATE DEFERRED REPAIRS)

SURVEYOR: E. R. ROYIG

 AUTHORIZED SIGNATURE

COPIES TO: PORT OF ASTORIA - 2
USSA-NEW YORK - 1
USSA-SAN FRANCISCO - 1
FILE

Port of Astoria Pier 1

January 29, 1974

The undersigned have this day held survey on the above structure in order to ascertain and agree upon, or as noted otherwise, the cause, the nature and extent and the recommended repair of damage alleged to have been sustained in consequence of:

Pier 1 Struck by M.S. Alkyonia January 27, 1974

Found

Recommended

Note: All damage on West side of Pier 1 - Bent locations are approximate.

1. Bent 130 - Outer support timbers missing, supports out of alignment

1. Outer support timbers to be renewed. Approximately 12' of 12" x 12" fir. Balance of supports to be released and realigned.

2. Bent 140 - support timbers out of alignment.

2. Support timbers to be released and realigned

3. Bent 150 - ~~Bent~~

3. To be repaired as follows:

a. Cap beam fractured mud sill

a. To be renewed. Approximately 26' of 12" x 14" fir

b. ~~Timber~~ split

b. To be renewed. Approximately 26' of 4" x 12" fir

c. Key beam under outer edge of apron crushed.

c. To be renewed. Approximately 32' of 14" x 16" fir

4. Bents 190-200 Outer support timbers off mud sill and mud sill off piling.

4. To be released as required, lifted and installed in proper position and renewed.

5. Bent 185 Cap beam crushed at outer end.

5. To be renewed. Approximately 26' of 12" x 14" fir

6. Bent 265 outer support timbers off mud sill

6. To be released, realigned on mud sill and renewed.

See
previous
survey

7. Bent 300 Cap beam
 See previous survey set over and support timbers ⁽⁵⁾ moved out of alignment.
8. Bent 316 Cap beam crushed on outer end. Support timbers out of alignment.
9. Bent 340 Outer support timbers off of mud sill
10. ~~Seven~~ Seven (7) fender pile crushed in vicinity of 150' mark. Damage is generally in upper 3' area.

- See previous survey ⁽¹⁾ 11. Five (5) ^{fender} piles crushed at upper end in vicinity of 300' mark

- See previous survey 300' area 12. Apron deck lifted and in way of repairs ~~in way of the~~ ^{at 150' and} 300' marks. Approximately ✓ 10 lengths of decking crushed at outer end.

- See previous survey 300' area 13. ✓ Tile blocks at base of shed wall set in and broken in way of deck damage, item 12

7. To be released, realigned and secured with new fastenings.

8. ~~Two~~ Cap beam to be removed. Approximately 26' of 12" x 14" fir. Support timbers to be properly aligned when new beam is installed.

9. To be released, realigned on mud sill and resecured.

10. Fastenings to be removed and piling lifted approximately 3', cut off and resecured. Any piling found to be too short after lifting or further damaged, to be removed.

11. Same recommendation as item 10

12. Decking to be ~~be~~ lifted and removed as required to effect repairs. Approximately 10 lengths of 4" x 12" x 24" of treated fir to be removed.

13. Approximately 24 12" x 12" tile blocks to be removed and renewed.

14. Pull rail and chocks pulled
at fastenings and set in
toward shed in way of damage
at 150' and 300' marks

See
previous
survey
Part
old damage
at 300' mark

- Notes a. Necessary removals of pile driven and tie
b. Necessary removals to be replaced as original

Surveyors sign without prejudice

W. H. Harris

Rebail M.S. Alkyonia
without prejudice

RM. BLADEN } IN ATTENDANCE
H. VICE }

Part of Atlanta

14. Pull rail and chocks to
be removed for repairs and
reinstalled with new fastenings
Approximate total length 150 feet
64' from (2) ~~Removes~~ 86'

E. R. Louie

U.S. Salvage Office

Date 01-27-74

MISCELLANEOUS SERVICE REPORT

COMPLAINANT (Print) PORT OF ASTORIA

D.O.B.

Last

First

Middle

Address

Phone No.

LOCATION w/s pier #1

DIST.

RELIEF

TIMES: Rec.

Arr.

Cl.

THIS REPORT FORM IS NOT TO BE USED IN LIEU OF OTHER APPROVED FORMS

CONDITIONS REPORTED:

1. ☐ ALARM: Box ☐; Adt ☐; Audible ☐; Other ☐
2. ☐ AMBULANCE: (Check for or cover) To _____ Amb. Co. _____ Cab Co. _____
3. ☐ ANIMAL PROBLEM: Found ☐; Lost ☐; Noisy ☐; Other ☐
4. ☐ ASSISTANCE RENDERED: Officer ☐; Citizen ☐; Other ☐
5. ☐ CHECK BUILDING: Improperly Secured ☐; Light On ☐; Other ☐
6. ☐ CHECK OCCUPANT
7. ☐ CIVIL MATTER
8. ☐ DELIVER MESSAGE: Contacted OK ☐; Note Left ☐; Unable To Locate ☐
9. ☐ DOG BITE
10. ☐ DISTURBANCE: Family ☐; Ex-Husband ☐; Neighborhood ☐; Other ☐
11. ☐ HAZARD (Describe) _____
12. ☐ JUVENILE: Lost ☐; Found ☐; Disturbance ☐; Problem ☐; Other ☐
13. ☐ NOISE ABATED: Loud Radio/TV ☐; Sound System ☐; Mechanic ☐; Other ☐
14. ☐ PERSON: Missing OK ☐; Lost ☐; Confused ☐; Unwanted ☐; Sick ☐; Other ☐
15. ☐ STANDBY ON MOVEOUT
16. ☐ SUSPICIOUS CIRCUMSTANCES: Auto ☐; Noise ☐; Other ☐
17. ☐ TOWED AUTO: Moved ☐; Charge _____
18. ☐ TRAFFIC PROBLEM: (Describe) _____
19. ☐ UNFOUNDED CALL
20. ☐ WIRE DOWN (Indicate Co. and Pole No.) _____
21. ☒ OTHER (Describe) PIER DAMAGE W/S PIER #1 125-150' mark & 275-325' mark

OTHER PERSON INVOLVED (If more than one indicate in details)

Last

First

Middle

D.O.B.

Address

Phone No.

PRINT DETAILS (Be Brief But Specific) At 11:30 A.M. 1-27-74 writer observed the vessel "ALKYONIA"

approaching the west side of pier #1. The vessel was going at a fast rate of speed.

Writer then observed the vessel strike the pier at the 125' mark with its bow, causing

damage for approximately 25 feet. The dock was pushed in and the warehouse shook. The door frame for the overhead door was split at the 125' mark.

The stern of the vessel then came around and hit the pier at the 275' mark. This caused

RESP.

Jim Layman

NO. 409

SUPERVISORS REPORT

COMMENTS

APPROVED:

YES ☐NO ☐

SIGNED

Date

A. Case Number	CONTINUATION REPORT
B. Classification	

dock damage up to the 325' mark. (approx. 50 feet) All damage listed in this report was visible, however, there is a good chance of unseen damage due to the force at which the dock was struck.

Ike Vice and Chief Gerritsen were notified by writer and both subjects came and examined the damage. Chief Gerritsen took pictures of the damage.

WITNESS: TIE UP CREW HARVEY J. SCHROEDER Columbia River Bar Pilot.

1. J. Black (foreman) Mr. Schroeder, who was the pilot on board the vessel "ALKYONIA"
2. H. Boyd at the time of the mishap, stated that the vessel was going too
3. D. Coffey fast and that they tried to stop it, but it was too late.
4. J. Eastland The ship then hit the pier.
5. L. Falconer
6. R. Gauthier

At 11:40 A.M. 1-27-74 Writer went aboard the vessel "ALKYONIA" and was advised by the Capt. of that vessel that he knew that the ship had hit the pier.

SEE ATTACHED DIAGRAM.....

Reporting Officer(s) Jim Layman	Off. I.D. Number 409	Prec/Div POA	Relief/Shift	Assn/Dist
------------------------------------	-------------------------	-----------------	--------------	-----------

Pier #1

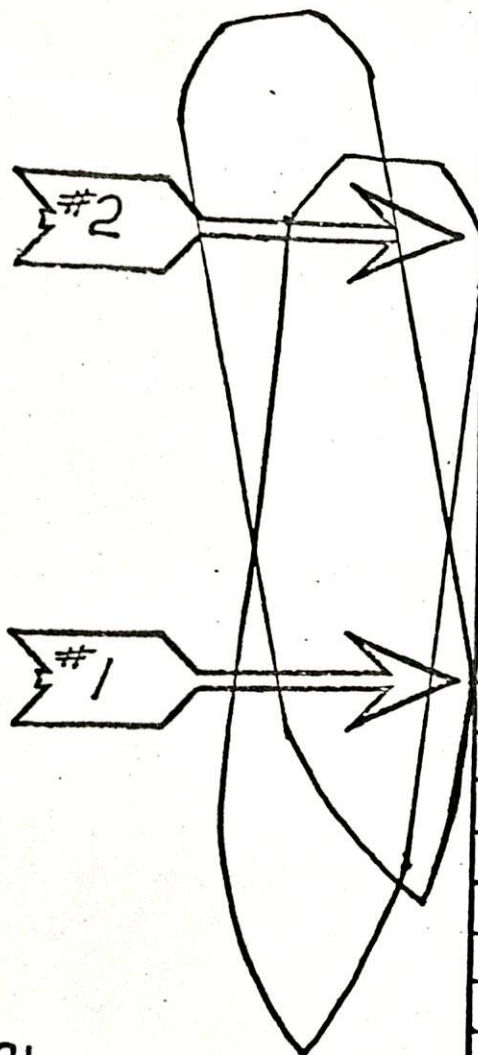
BOW OF VESSEL HIT PIER FIRST AT THE
125 to 150 foot MARK. (REPRESENTED
BY ARROW # 1.)

STERN OF VESSEL THEN HIT PIER AT THE
275 to 325 foot MARK. (REPRESENTED
BY ARROW # 2).

NORTH

NOT TO
SCALE

Ship ↗
"ALKYONIA"



REPORT NO.

DOCKED PIER 1 DATE 1-27-74 TIME 11:40 A.M. COM. CED: DATE _____ TIME _____ A.M.
P.M.

CARGO LOADED _____ DATE 2-2-74 TIME 5:35 A.M. COM, PLD: DATE _____ TIME _____ A.M.
P.M.

TRANSPORTATION	\$
TRAVEL TIME	\$
SUBSIST.	\$
LABOR MAN HRS	\$
FOREMAN MAN HRS	\$
S/V MAN HRS	\$
CHECKER MAN HRS	\$
LINES MAN HRS	\$ 44.84 13200
TOTAL LABOR	\$ 176.84

REMARKS

[illegible]



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-732

In Account With

M/S ALKYONIA, ITS OWNERS
AGENTS OR OPERATORS
KERR STEAMSHIP CO., INC
707 S.W. Washington
Portland, OR 97205

Date January 31, 1974

TERMS: CASH.

LINE SERVICE

1/27/74	Tie Up	(11:40AM)	\$177.00
2/2/74	Let Go	(5:35PM)	<u>118.00</u>
			\$295.00



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-734

In Account With

M/S ALKYONIA, ITS OWNERS
AGENTS OR OPERATORS
KERR STEAMSHIP CO. INC.
707 S.W. WASHINGTON
PORTLAND, OR 97205

Date January 31, 1974

TERMS: CASH.

FRESH WATER FURNISHED TO SHIP

1/31/74

60 Tons or 16200 Gallons of Water
Service Charge

\$ 9.62

12.00

\$21.62



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-733

In Account With

M/S ALKYONIA, ITS OWNERS
AGENTS OR OPERATORS
KERR STEAMSHIP CO. INC.
707 S.W. WASHINGTON
PORTLAND, OR 97205

Date January 31, 1974

TERMS: CASH.

DOCKAGE: 512 Feet L.O.A. Rate \$218.00 per 24-hour period.

1/27/74 11:40 AM to 2/2/74 5:35PM 6½ Periods/218.00

\$1,470.00

⑤

M/S Alkyonia, Its Owners
Agents or Operators
Herr Steamship Corp. Inc.
707 S.W. Washington
Portland, Or 97205

No. 73-732

LINE SERVICE

Date

Time

1-27-74 Lie To

(11:40 AM)

\$ 177.00

2-2-74 -et To

(5:35 PM)

\$ 118.00

\$ 295.00

No. 73-734

FRESH WATER FURNISHED

1/31/74 (Date) 60 Tons or 16200 Gal.

9.62

Service Charge

\$ 12.00
\$ 21.62

No. 73-733

DOCKAGE: 512 Feet L.O.M. Rate 218⁰⁰ c/foot per 24-hour period

FROM: 1-27-74 11:40 AM to 2-2-74 5:35 PM 6 1/2 Periods \$ 1,470.00

No. _____ Bill To -

WHARFAGE CHARGE ON _____

\$ _____

No. _____ Bill To -

SERVICE & FACILITIES CHARGE ON _____

\$ _____

No. _____ Bill To -

\$ _____

No. _____ Bill To -

\$ _____

PORT OF ASTORIA

BOOKING REPORT

DATE 18 January 1974

1. NAME OF SHIP Alkyonias (Lib)
2. NAME OF CALLER Ken Liss
3. NAME OF AGENT Ken Steamship
4. NAME OF SHIPPER Cook Grain
5. TYPE OF CARGO Winter Wheat
6. AMOUNT OF CARGO 9150 MT
7. NAME OF STEVEDORE JCO
8. NAME OF SUPERCARGO _____
9. DATE OF ARRIVAL 1/27
10. BERTH ASSIGNMENT (TENTATIVE) W/S #1
11. SPECIAL ARRANGEMENTS _____

12. BILLING INFORMATION: WHARFAGE _____
SERVICE & FACILITIES _____
HANDLING _____

LA

TRIPPLICATE

MATES RECEIPT

Nº 2378

Astoria, Oregon, FEBRUARY 2, 19 74

Received from **Kerr Grain Corporation**

at **Port of Astoria Grain Terminal**

For Account of COOK INDUSTRIES, INC.

On Board M/S ALKYONIA

BULK WHEAT said to be U.S. No. 2 Dark Hard Winter Wheat

Weight:

20,568,918#

9182.55 L/T

10,284.50

Final / ~~Overrite~~

Received the above Described Merchandise for Shipment as indicated hereon.

S / Mate or Captain

S / Supercargo



THE PORT OF ASTORIA

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

J. FRANK HOAGLAND, PRESIDENT
MARTIN E. WEST, VICE PRESIDENT
JAMES T. CAMPBELL, SECRETARY
ALBERT RISSMAN, TREASURER
HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

January 29, 1974

Harper Shipping Company
Board of Trade Building
Portland, Oregon 97204

Attention: Robert Papanos

RE: M.S. ALKYONIA, Astoria 1-27-74

Gentlemen:

Confirming our telephone conversation of January 28, 1974 regarding the damage done to Pier 2 by the above vessel, we are enclosing a copy of the Miscellaneous Service Report that was completed at the time of damage. We have arranged for a surveyor to view this damage today at 12 Noon, and will inform you of the details in the near future.

Of course, the Port of Astoria must hold the owners, operators and/or agent responsible for this damage.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosure



Office: (503) 325-7130

Shop: (503) 325-7103

24 HOUR SERVICE

Bergerson Enterprises

3391 Irving Ave. Astoria, Oregon 97103

February 8, 1974

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Gentlemen:

We agree to furnish all labor, equipment and material to complete repairs to the damaged portion of pier 1 damaged by the M/S Alkyonia on January 27th, 1974 as recommended by the surveyor for the United States Salvage Association and the ship's representative for the amount of \$8,474.00 (Eight thousand four hundred seventy four and no/100 dollars)

The fore mentioned price is base on being able to pull up and refasten broken piling, if new piling are required the cost of piling would be \$3.50 per ft. additional.

Respectfully,

Darryl D. Bergerson,
Bergerson Enterprises

February 13, 1974

Mr. Peter G. Voorhies
Wood, Wood, Tatum, Mosser & Brooke
15th Floor Standard Plaza
Portland, Oregon 97204

RE: M/S ALKYONIA
Astoria 1-27-74

Dear Mr. Voorhies:

In order to assist you in handling the claim the Port of Astoria will have against the owners, operators, and/or agents of the above vessel for damage to Pier 1, we are enclosing an estimate by Bergerson Enterprises for repair to the said facility in the amount of \$8,474.

It is our intention to go ahead with this repair as soon as materials arrive. We will be in touch with you regarding the full costs when they become available.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

cc: Mr. Robert Papanos, Harper Shipping Company

Enclosure



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503) 325-4521

No. 73-1205

In Account With

Wood, Wood, Tatum Moesser & Brooke
Standard Plaza Building
Portland, OR

Date

May 31, 1974

TERMS: CASH.

— Repairs to Pier 1 damage by M/V ALKYONIA
per copies of statements attached;

Repairs by Bergerson Enterprises as agreed:
Survey by U.S. Salvage Assn.

\$11,414.00

415.50

\$11,829.50

UNITED STATES SALVAGE ASSOCIATION, INC.

2035 S. W. 58TH AVE.



PORTLAND, OREGON 97221

BILL NO. 80- 3753
CASE NO. 80- 13897

CODE NO. 6558

MAY 23,

19 74

PORT OF ASTORIA
PORT DOCKS
ASTORIA, OREGON - 97103

TRIPPLICATE

FOR SURVEY OF

PORT OF ASTORIA - PIER 1

NATURE OF SURVEY

STRUCK BY
M.S. "ALKYONIA"
1/27/74

FEE	EXPENSE	TOTAL
\$ 396.00	\$ 19.50	\$ 415.50

ASSURED: SAME

PLEASE MAKE ALL REMITTANCES TO NEW YORK OFFICE
99 JOHN STREET, NEW YORK, N. Y. 10038



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

J. FRANK HOAGLAND, PRESIDENT
MARTIN E. WEST, VICE PRESIDENT
JAMES T. CAMPBELL, SECRETARY
ALBERT RISSMAN, TREASURER
HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

June 27, 1974

Mr. Peter Voorhies
Wood, Wood, Tatum, Mosser and Brooke
15th Floor, Standard Plaza
Portland, Oregon 97204

RE: LEVERKUSEN - November 20, 1972
IBERIA - May 15, 1973
AMAZON MARU - September 3, 1973
ISLAND ENGINEER - September 12, 1973
NEPHELE - November 14, 1973
✓ALKYONIA - January 27, 1974

Dear Mr. Voorhies:

We are looking forward to meeting with you at your office at 9 a.m. on July 2, concerning the damage claims on the above vessels.

As you know these matters are quite old, and we expect to be able to reach conclusions that would be acceptable to our principals at the time of our meeting. It is the Port's opinion that these matters have gone on entirely too long and agreement must be reached at our meeting.

Thank you.

Yours very truly,

PORT OF ASTORIA


R. P. Holbrook
Assistant Manager

RPH:sc

cc: John Brooke



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

J. FRANK HOAGLAND, PRESIDENT
MARTIN E. WEST, VICE PRESIDENT
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ALBERT RISSMAN, TREASURER
HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

August 29, 1974

Mr. Robert Sanders
Wood, Wood, Tatum, Mosser & Brooke
15th Floor, Standard Plaza
Portland, Oregon 97204

RE: M/S ALKYONIA
Astoria - January 24, 1974
Dock Damage

Dear Bob:

At your request we enclose the following documents pertaining to the above damage.

1. Miscellaneous service report #74-0003-A.
2. Cover letter of January 29, 1974 to Harper Robinson Co.
3. Letter to Peter Voorhies, February 13, 1974.
4. U.S. Salvage survey report No. 80-13897
5. Cover letter to Wood, Wood, et al, enclosing U.S. Salvage invoice No. 80-3753 in the amount of \$415.50 and Bergerson Enterprises' invoice for \$11,414.00 and POA invoice No. 73-1205.
6. Letter to Peter Voorhies of June 27, 1974.

Your prompt payment of our invoice in the amount of \$11,829.50 will be appreciated.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosures : 6

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLD

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

September 25, 1974

R. P. Holbrook
Assistant Manager
The Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: ALKYONIA
Dock damage - Astoria
January 27, 1974
Our File: 036/74:PGV/RIS

Dear Ray:

This will acknowledge receipt of your letter of August 29, 1974. We are still obtaining information from our surveyor and agents. We are evaluating the material which you supplied. We anticipate that we will be in a position to make a recommendation to our clients in October, 1974.

Very truly yours,

Bob

ROBERT I. SANDERS

RIS: am





Bergerson Enterprises

3391 Irving Ave. Astoria, Oregon 97103

Office: (503) 325-7130
Shop: (503) 325-7103
24 HOUR SERVICE

April 24, 1974

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103



Repairs to the damaged portion of Pier 1, damaged by the
M/S Alkyonia as per bid and as recommended by the surveyor 8,474.00
for the United States Salvage Association.

Extra new piling as per bid, required because it was not
possible to pull up and refasten existing broken piling.

14 pieces. 70' Class A Piling (980') @ 3.50 per ft. In place. 3,430.00

Total 11,904.00

less 2 piling for owner's account

490.00

\$ 11,414.00

THANK YOU

Farryl D. Bergerson

Approved Without Prejudice to
Underwriters Liability and
Subject to Adjustment in the
Amount of \$ 11,414.00 Only

E. H. Rovey

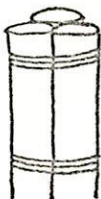
Surveyor - United States
Salvage Association, Inc.

Date: 5/15/74 Case No. 80-13897

RECEIVED
MAY 14 1974

UNITED STATES SALVAGE
ASSOCIATION, INC.

STATEMENT



Bergerson Enterprises

Office: (503) 325-7130
Shop: (503) 325-7103
24 HOUR SERVICE

3391 Irving Ave. Astoria, Oregon 97103

April 24, 1974

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

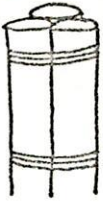
Repairs to the damaged portion of Pier 1 damaged by the M/S Alkyonis as per bid and as recommended by the surveyor for the United States Salvage Association.	8,474.00
---	----------

Extra new piling as per bid, required because it was not possible to pull up and refasten existing broken piling.

14 pcs. 70' Class A Piling (980') @3.50 per ft. in place.	<u>3,430.00</u>
---	-----------------

Total	11,904.00
-------	-----------

THANK YOU



Bergerson Enterprises

Office: (503) 325-7130
Shop: (503) 325-7103
24 HOUR SERVICE

3391 Irving Ave. Astoria, Oregon 97103

April 24, 1974

Port of Astoria
P.O. Box 569
Astoria, Oregon 97103

Repairs to the damaged portion of Pier 1, damaged by the
M/S Alkyonia as per bid and as recommended by the surveyor 8,474.00
for the United States Salvage Association.

Extra new piling as per bid, required because it was not
possible to pull up and refasten existing broken piling.

14 pieces. 70' Class A Piling (980') @ 3.50 per ft. In place. 3,430.00

Total 11,904.00

THANK YOU

Harry W. Bergerson

May 13, 1974

U.S. Salvage Association, Inc.
2035 S.W. 58th Street
Portland, Oregon 97221

RE: M/S ALKYONIA
Astoria - January 27, 1974

Gentlemen:

Enclosed is the original invoice for repair to
damage caused by the above vessel.

We would appreciate your approval and your issuing
a final survey report.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RHH:c

Enclosure

June 4, 1974

Wood, Wood, Tatum, Mosser & Brooke
15th Floor, Standard Plaza Building
Portland, Oregon 97204

Attention: Mr. Peter Voorhies

RE: M/S ALKYONIA
Astoria - January 27, 1974

Gentlemen:

Repair to the damage at Pier One, caused by the subject,
has now been completed.

Enclosed is a copy of U.S. Salvage Association's survey
80-13897, along with our invoice No. 73-1205, in the
amount of \$11,829.50.

Kindly remit payment as soon as possible.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc

Enclosures: 2

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLDY

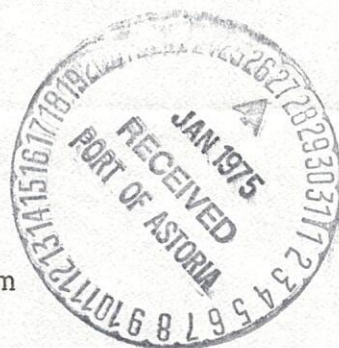
January 24, 1975

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

Mr. R. P. Holbrook
Assistant Manager
The Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: ALKYONIA
Alleged dock damage claim
January 27, 1974
Astoria, Oregon
Our File: 036/74: RIS



Dear Ray:

This will confirm our telephone conversations of January 15, 16, and 22, 1975, with reference to the captioned matter.

We acknowledge receipt of the offer you made in our telephone conversation of January 16, 1975, on behalf of the Port of Astoria, to accept \$8,000.00 in settlement of the Port of Astoria's claim for damages from the captioned incident. As we advised you, we cannot recommend settlement to our client at this figure. However, we have, without prejudice, passed your offer to our client.

As we have advised you in our several telephone conversations, we are concerned that Slip 1 between Pier 1 and Pier 2 of the Port of Astoria constitutes an "unsafe berth". This is perhaps due to its proximity to the main channel of the Columbia River. We note the following alleged casualties in the Slip: LONG CHARITY, November 1971; LEVERKUSEN, November 1972; IBERIA, May 1973; AMAZON MARU, September 1973; ISLAND ENGINEER, September 1973; NEPHELE, November 1973; ALKYONIA, January 1974; and NORTHERLY TRADER, October 1974. If Slip 1 constitutes an unsafe berth, substantial questions exist as to whether there is any vessel liability for any damages resulting from collisions. Also, legal questions arise between the vesselowner and the vessel charterer. We assume there may be other alleged casualties of which we are unaware.

Mr. R. P. Holbrook

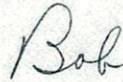
January 24, 1975

Page 2

We also have substantial questions about the damages claimed as a result of the alleged ALKYONIA incident. We have advised you of our particular questions, and requested additional clarifying information. It appears that the Port of Astoria is unable to produce evidence establishing the extent of pre-existing damage conditions on the west face of Pier 1. So long as this circumstance continues, it will be hard for us to justify recommendation of a substantial settlement figure.

Upon receipt of our client's response to your offer, we will immediately contact you. Thank you for your courtesy in the handling of this matter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Bob", written in dark ink.

ROBERT I. SANDERS

RIS: am

January 24, 1975

Mr. Robert Sanders
Wood, Wood, Tatum, Mosser & Brooke
15th Floor, Standard Plaza
Portland, Oregon 97204

RE: Dock Damage - M/S NEPHELE
Astoria - November 14, 1973

M/S ALKYONIA - January 27, 1974

Dear Bob:

At your request we are enclosing the following documents
pertaining to repairs to the dock:

1. Port of Astoria voucher 8172 to Bergerson
Enterprises.
2. Copy of cancelled check to Bergerson Enterprises
in the amount of \$19,981.80.
3. Copies of Bergerson Enterprises invoices in the
amount of \$11,904.00 and \$6,069.80.
4. Two photos of dock damage caused by the M/S NEPHELE.
5. Eight photos of dock damage caused by the
M/S ALKYONIA.

Repairs were completed approximately April 1, 1974. The en-
closed photos are our only copies and we would appreciate your
returning them when you are finished.

Yours very truly,

PORT OF ASTORIA

R. P. Holbrook
Assistant Manager

RPH:sc



THE PORT OF ASTORIA

At the entrance to the mighty Columbia River

P. O. BOX 569 ASTORIA, OREGON 97103 PHONE (503)325-4521

COMMISSIONERS:

JAMES T. CAMPBELL, PRESIDENT
MARTIN E. WEST, VICE PRESIDENT
J. FRANK HOAGLAND, SECRETARY
ALBERT RISSMAN, TREASURER
HOWARD B. JOHNSON, ASST. TREASURER
GEORGE R. GROVE, GENERAL MANAGER

March 9, 1976

Mr. Robert I. Sanders
Wood, Wood, Tatum, Mosser & Brooke
15th Floor
Standard Plaza
Portland, Oregon 97204

RE: ALKYONIA - Your file: 036/74 RIS

Dear Mr. Sanders:

This will confirm our telephone conversation of March 8, 1976, at which time we agreed to settle our claim against the "Alkyonia" for \$3,500.

Upon receipt of your check for this amount, we will close our file. We thank you for your cooperation in this matter.

Yours sincerely,

Gail V. Packard
Traffic Manager

GVP:sj

LAW OFFICES
WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLDY

March 18, 1976

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD



Mr. Gail V. Packard
Traffic Manager
The Port of Astoria
P. O. Box 569
Astoria, Oregon 97103

Re: ALKYONIA
Alleged Dock Damage Claim
Astoria, Oregon
January 27, 1974
Our File: 036/74: PGV: RIS

Dear Mr. Packard:

This will confirm our telephone conversations of March 1, 1976, and March 8, 1976, and will acknowledge receipt of your letter of March 9, 1976.

We understand that the Port of Astoria has reduced its demand in connection with the captioned claim to \$3,500. As we advised you, we will recommend, without prejudice, settlement of the claim for an amount unexceeding \$3,500.

Very truly yours,

ROBERT I. SANDERS

RIS: cjc

LAW OFFICES

WOOD, WOOD, TATUM, MOSSER & BROOKE

ERSKINE WOOD
ERSKINE B. WOOD
LOFTON L. TATUM
JOHN D. MOSSER
JOHN R. BROOKE
JOHN G. HOLDEN
DONALD J. MORGAN
PETER G. VOORHIES
PAUL N. WONACOTT
ROBERT I. SANDERS
JEFFREY E. BOLDY

June 4, 1976

15TH FLOOR STANDARD PLAZA
PORTLAND, OREGON 97204

TELEPHONE (503) 224-5430
CABLE: LINWOOD

Mr. Gail V. Packard
Traffic Manager
The Port of Astoria
P. O. Box 569
Astoria, Oregon 97103



Re: MV ALKYONIA
Dock Damage - Astoria
January 27, 1974
Our File No. 036/74: PGV: RIS

Dear Mr. Packard:

Further to our telephone conversation of May 3, 1976, we now tender our firm's check No. 2336, dated June 4, 1976, payable to "The Port of Astoria" in the amount of \$3,500.00, without prejudice, in a compromise settlement of the captioned claim. We also enclose a Full Release of All Claims. You are authorized to negotiate the check upon execution of the Release and return of the Release to us.

Thank you for your cooperation in the handling of this matter.

Very truly yours,

Robert I. Sanders

ROBERT I. SANDERS

RIS:jak
Enclosures

FULL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS that THE PORT OF ASTORIA, for and in consideration of the sum of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00), receipt of which sum is hereby acknowledged, HAS RELEASED and by these presents DOES HEREBY RELEASE MARCUENTO COMPANIA NAVIERA S.A., LIBERIA, its corporate affiliates and subsidiaries, and the MV ALKYONIA, her owners, charterers, operators, master, officers and agents, from any and all claims, demands and liabilities whatsoever arising out of or in any way connected with an alleged collision occurring on or about January 27, 1974, between the MV ALKYONIA and the Port of Astoria's Pier 1.

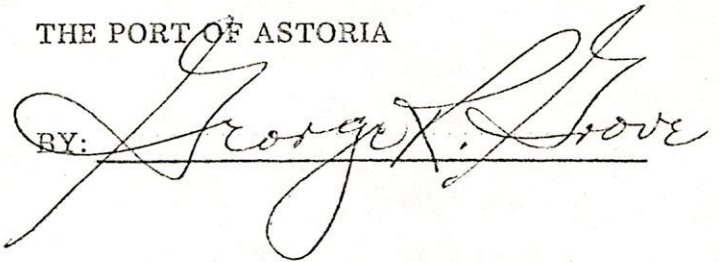
THE PORT OF ASTORIA hereby warrants and covenants that it is the owner of said dock and is the sole party entitled to recover any damages for damage to the dock, and hereby covenants that it will indemnify and save harmless MARCUENTO COMPANIA NAVIERA S.A., LIBERIA, and the other releasees herein named from and against any claims that might be made by other parties on account of or in connection with the damage to said dock.

IT IS UNDERSTOOD AND AGREED that this is a full and final release of all claims of every nature and kind whatsoever and includes all claims for damages, expense of repairs, expense of surveys, loss of use, salvage expenses, and applies to all unknown and unanticipated damages resulting from said alleged collision, as well as those now known or disclosed.

IT IS FURTHER AGREED that the payment of Three Thousand Five Hundred and No/100 Dollars (\$3,500.00) by MARCUENTO COMPANIA NAVIERA S.A., LIBERIA, and the MV ALKYONIA is a payment in settlement of a doubtful and disputed claim and is a compromise settlement and that this settlement is not to be construed as an admission of liability on the part of anyone whomsoever.

IN WITNESS WHEREOF, THE PORT OF ASTORIA has caused this Release and four identical copies thereof to be signed by one of its officers thereunto duly authorized this 15th day of June, 1976.

THE PORT OF ASTORIA

BY: 

STATE OF OREGON)
) ss.
County of Clatsop)

On this 15th day of June, 1976, before me appeared
George R. Brand, known to me personally, who being
duly sworn, did say that he, the said George R. Brand, is the
General Manager of the Port of Astoria, the within-named
municipal corporation and that the seal affixed to the within instrument is the
corporate seal of said municipal corporation, and that the said instrument was
signed and sealed in behalf of said corporation by authority of its Board of
Commissioners, and the said George R. Brand acknowledged
said instrument to be the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal.

Wm Allen
Notary Public for Oregon
My Commission Expires: 11-28-78

